

WILSON, SONSINI, GOODRICH & ROSATI  
Professional Corporation  
650 Page Mill Road  
Palo Alto, California 94304-1050

Telephone  
(415) 493-9300

FAX  
(415) 493-6811

Telex - 345500  
WILSON PLA

Senders' Direct Fax:  
(415) 496-4085

ORIGINAL:

☒ WILL NOT FOLLOW☐ WILL FOLLOW VIA MAIL☐ WILL FOLLOW VIA COURIERTELECOPY COVER SHEET

TO: Mr. Brewster Kahle ON: February 24, 1995 at             
(Date) (Time)  
FIRM: WAIS, Inc. CLIENT NO.: 15123.000  
CITY/STATE: Menlo Park, CA CLIENT NAME: WAIS, Inc.  
OFFICE #: 415-617-0444 WSGR OPERATOR:                                 

TELECOPY #: 415-327-6513  
ATTENTION: USE THIS FAX NO. ONLY

~~XX~~ DISSEMINATION:

NOTIFY  
RECIPIENT  
BEFORE  
SENDING

FROM: Allen L. Morgan Ext. 4673 LOCATION: PC 1-1

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 2

IF YOU DO NOT RECEIVE THE ENTIRE DOCUMENT

PLEASE CONTACT THE WSGR OPERATOR AT (415) 493-9300, Ext. 3173

## MESSAGE:

Please see attached.

THE DOCUMENTS ACCOMPANYING THIS TELECOPY TRANSMISSION CONTAIN INFORMATION FROM WILSON, SONSINI, GOODRICH & ROSATI AND ARE FOR THE SOLE USE OF THE ABOVE INDIVIDUAL OR ENTITY, AND MAY BE PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER LAW. ANY OTHER DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE IF YOU ARE NOT THE INTENDED RECIPIENT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS. WE WILL REIMBURSE YOUR REASONABLE PHONE AND POSTAGE EXPENSES FOR DOING SO.

1991 copyright WILSON, SONSINI, GOODRICH & ROSATI [ALL RIGHTS RESERVED]

### NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made as of February 24, 1995, by and between America Online, Inc., a Delaware corporation ("AOL") and Wide Area Information Servers, Inc., a California Corporation ("WAIS").

In connection with AOL's consideration of a possible transaction with WAIS as set forth in that certain Letter of Intent, dated February 24, 1995 (the "Letter of Intent"), AOL has requested information concerning WAIS. As a condition to AOL's being furnished such information, AOL agrees to treat any information concerning WAIS which is furnished to AOL by or on behalf of WAIS (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this Agreement. The term "Evaluation Material" does not include information which (i) is already in AOL's possession, provided that such information is not known by AOL to be subject to another obligation of secrecy to WAIS, (ii) is or becomes publicly available other than as a result of a disclosure by AOL or AOL's directors, officers, employees, agents or advisors, (iii) becomes available to AOL on a non-confidential basis from a source other than WAIS or its directors, officers, employees, agents or advisors, or (iv) is required by law to be disclosed.

AOL hereby agrees that the Evaluation Material will be used solely for the purpose of evaluating a possible transaction between WAIS and AOL, and that such information will be kept strictly confidential by AOL; provided, that any of such information may be disclosed to AOL's directors, officers, employees, agents and advisors who need to know such information for the purpose of evaluating any such possible transaction between WAIS and AOL, it being understood that such directors, officers, employees, agents and advisors shall be informed by AOL of the confidential nature of such information and shall be directed by AOL to treat such information confidentially.

This Agreement (i) may be modified or waived only in a writing signed by both parties, (ii) may be executed in counterparts and the counterparts together will constitute a single, fully-executed original, (iii) shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to its conflict of laws rules, and (iv) shall terminate one year after the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AMERICA ONLINE, INC.

WIDE AREA INFORMATION  
SERVERS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_